

PROFESSIONAL SERVICES AGREEMENT

**VIOLENCE PREVENTION, INTERVENTION, AND REDUCTION
DEMONSTRATION GRANTS (\$200,000)**

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL

AND

YOUTH ADVOCATE PROGRAMS, INC.

CONTRACT NO. 1653-15264D

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

JUN 29 2016

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5 MBE/WBE Utilization Plan
- Exhibit 6: Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Youth Advocate Programs, Inc., doing business as a Corporation of the State of Illinois, hereinafter referred to as "Contractor".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Violence Prevention, Intervention and Reduction Demonstration Grants (\$200,000). Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"SubContractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Contractor.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) **Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5 MBE/WBE Utilization Plan
- Exhibit 6: Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) **Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) **Deliverables**

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its SubContractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. **"Key Personnel"** means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Contractor and SubContractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

Minority and Women Owned Business Enterprises Commitment In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**

f) **Insurance**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:

\$500,000 each Accident

\$500,000 each Employee

\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence: \$ 1,000,000

General Aggregate: \$ 2,000,000

Completed Operations Aggregate: \$ 2,000,000

The General Liability policy shall include the following coverages:

- (i) All premises and operations;
- (ii) Contractual Liability;
- (iii) Products/Completed Operations;
- (iv) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Umbrella/Excess Liability**

Such policy shall be excess over the Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

(e) **Professional Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 per claim. If any such policy is written on a claims made form, the retroactive date shall be prior to the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, Contractors, subContractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs.

This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/SubContractor Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Contractors and Subcontractor of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

I) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2016 ("**Effective Date**") and continue until July 31, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION**a) Basis of Payment**

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

In addition to the foregoing warranties and representations, Contractor warrants:

- (i) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- (ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

Violence Prevention, Intervention and Reduction Demonstration Grants (\$200,000)

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Office of the President
 118 North Clark Street, Room 500
 Chicago, Illinois 60602
 Attention: Anel Ruiz, Deputy Chief of Staff

and

 Cook County Chief Procurement Officer
 118 North Clark Street, Room 1018
 Chicago, Illinois 60602
 (Include County Contract Number on all notices)

If to Contractor: Youth Advocate Programs, Inc.
 2007 North Third Street
 Harrisburg, PA 17102
 Attention: Minette Bauer, Deputy CEO

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

SCOPE OF SERVICES

Section C: Executive Summary and Organization Chart

Youth Advocate Programs, Inc., (YAP), a nonprofit human services agency, was created in 1975 to provide community based programs for delinquent youth who were incarcerated in an adult state prison in Camp Hill, PA. The Commonwealth determined that youth should not be incarcerated in adult prisons and reformed the state's system of care to reflect in home, community based programs for youthful offenders. YAP's advocate programs are designed to provide intensive and supportive intervention that does not jeopardize community safety, and reunites formerly incarcerated youth with their families. In the 1980's YAP developed one of the first detention alternative programs for youth alleged to have committed criminal acts, but best served in their own homes while awaiting court disposition. YAP programs offer an individualized service plan that meets the conditions of probation and plans for education, family support, and employment and as needed, appropriate mental health or substance abuse counseling. YAP is designated a "promising practice" by the Annie E. Casey Foundation and as a "best practice model" in detention alternative design by the Office of Juvenile Justice Prevention (OJJDP).

YAP began services in Chicago in 2006 with a partnership with Lutheran Child and Family Services of Illinois (LCFS) to provide aftercare services to dually engaged DCFS and IDJJ youth who were wards of the state and placed in juvenile correctional facilities or Illinois state prisons. In 2009, the Chicago Public Schools (CPS) selected YAP to work with nearly 600 gang engaged high school students who were at "ultra-high" risk or "high" risk of gun violence. Selected from a Regression Analysis that identified students who were 20 times more likely to shoot or be shot within two years, YAP was tasked to work with the 38 high schools located in the most poverty stricken and violent neighborhoods on the south and west sides of Chicago. YAP outcomes indicate that 94% of its students were not shot despite the risk. YAP re-enrolled 179 students who were suspended or truant from school; 87% of YAP's high school seniors graduated from high

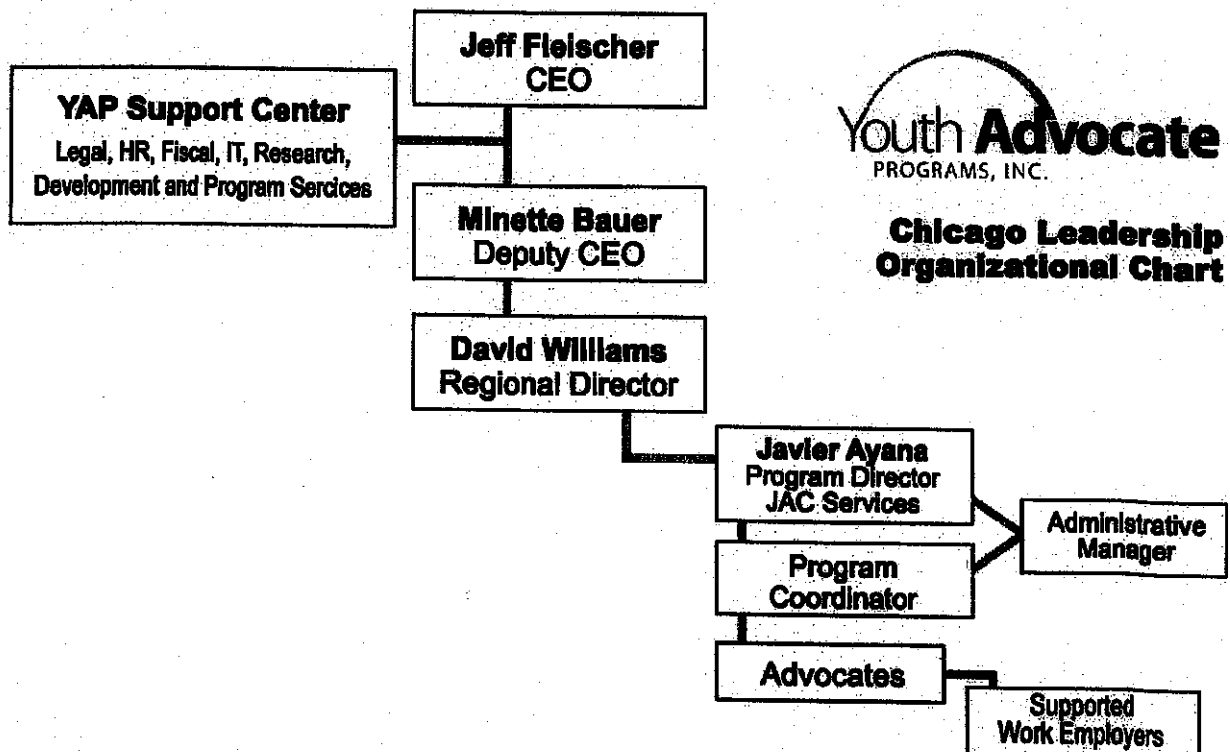
school with 41% enrolled in college and another 9% enrolled in trade schools. In 2013, the Justice Advisory Council funded YAP to provide Violence Prevention and Reduction Services that produced positive client results including compliments from the JAC review team regarding YAP's thorough recordkeeping. YAP is currently working with the DCFS, University of Illinois at Chicago (UIC) and LCFS to implement the RUR project whose task is to remove DCFS youth from the Cook County Juvenile Temporary Detention Center as part of the BH Consent Decree. YAP continues its work with CPS's gang engaged SEL youth, IDJJ youth returning from incarceration, and recently was selected by the Crime Lab to implement a violence reduction program in partnership with Children's Home and Aid.

YAP is presently funded by the Cook County Justice Advisory Council and proposes to continue its in-home, wraparound advocate program serving high risk youth who have been found guilty of weapons charges and are referred by the Cook County Juvenile Probation Department's Intensive Probation unit. The department is committed to programs that treat and supervise youth who are gang affiliated and may be perpetrators or victims of gun violence. It seeks services to reduce the number of youth injured or killed by gun violence; and reduce recidivism for youth with multiple offenses, especially those involving weapons.

YAP currently provides and will continue to offer services for males and females, ages 13 and older that are identified as high risk of becoming county homicide victims or offenders and require intensive intervention. YAP's wraparound advocate model offers intensive intervention at an average of ten hours per week consistent with the principles of Restorative Justice and Positive Youth Development. Advocates are hired from the neighborhoods of the referred youth and offer individual, family and small group activities that include mentoring, role modeling, supervision, educational/vocational assistance, conflict resolution, and linkage to community resources. As part of its program development this year and with the approval of the Justice Advisory Council,

YAP added an additional program component, the Supported Work Program, in order to engage those youth who are in need of employment and vocational training. YAP also has a relationship with Children's Home and Aid which offers trauma informed counseling for these youth and assistance to staff as all deal with the propensity of violence that impacts our communities.

Key personnel include David Williams, Regional Director who is responsible for Cook County services. He supervises the Program Director, Javier Ayana, who directly implements this program in Cook County. Mr. Ayana is fluent in Spanish, experienced in gang mediation and has a vast knowledge of interventions that succeed with gang engaged youth. A program coordinator has been added to the staffing of this program to promote diversity among the African American community living on the south side of the city. Minette Bauer, Deputy CEO, supports Mr. Williams in his management of Illinois services. The organization Chart below shows the relationship of the JAC funded program to YAP's organizational structure. It should be noted that the other programs mentioned in this narrative have similar staff positions as the program funded by the JAC and also report to Mr. Williams.



Section D: Description of the Problem and Target Population

Youth Advocate Programs, Inc. submits this application to address the problem of youth gun violence in Cook County. YAP provides an effective intervention that has been shown to keep youth safe, increase their positive connection to school and community and increase their rates of graduation from high school. Youth who do not have such connections do not thrive and contribute to the number of youth lost to violence every year in Cook County.

The Cook County Juvenile Probation Department provided 2015 GSST STATS that indicate there were 169 juveniles who were court involved victims of shootings. There were 22 juvenile court victims of a homicide as compared to last year when 160 juvenile court involved youth were shot and 21 were victims of a homicide. Approximately 94% of these victims are under the age of 19 with 164 male victims and five female victims. In 2014 there were no female (court involved) homicide victims. The age and incidence of shooting victims was higher for those 15 through 18 years of age, reflecting 154 of the 169 victims. Those 17 years of age experienced the highest number of shootings - 57 victims; 39 were 16 years of age; 34 were 18 years of age and 24 were 15 years of age. According to the Mayor's Commission for a Safer Chicago, youth engaged with the justice system is a risk factor for recidivism and victimization. The report states that "in the five year period from 2009 to 2013, 70% of the youth shooting victims had at least one prior arrest and 24% had been arrested six times or more....once a youth has been detained (by IDJJ) there is an 80% chance he or she will recidivate...within three years." The Mayor's report also notes that nationally, "45% of victims who are shot or stabbed are re-injured during the five years following the first injury, and 20% are dead within those five years." As many as 4,300 juveniles were detained in the detention Center (JTDC) which reported an average daily population of 315 in 2014 and 385 detainees committed to the IL Department of Juvenile Justice. YAP will address the problem of gun violence by serving adjudicated youth who are referred by Cook County Juvenile

Probation and have been found guilty of a weapons charge. Youth that have histories of multiple offenses and have been injured in previous incidents are also a high priority for service as they reflect those most likely to be shot or stabbed again with a greater statistical probability of death within five years. Additionally, YAP will work with probationers who are detained in the JTDC and may return home with intensive support.

The impact of violence in communities has negative social, educational and financial ramifications. Communities that experience high rates of violence experience higher rates of disease, depression, and morbidity associated with heart attacks and cancer. Entire families and communities are entrapped by fear for their safety and trauma for their losses. It creates tremendous challenges for educators who are trying to operate safe schools. RFP data indicates that 26% of those detained reported they had dropped out or were expelled from school and 48% reported grades no better than a D; 25% had alcohol dependence; 45% reported drug dependence; and 25% suffered from depression. Businesses fail to thrive in neighborhoods with high rates of violent crime, which limits access to grocery stores, other services and jobs where they are most needed.

Other risk factors that impact upon violence include maturation of the brain. Adolescents are not fully capable of understanding the consequences of their behavior, and may act impulsively which can result in shootings. While awaiting disposition, it is likely that these youth were detained in the JTDC which results in trauma related to separation from family members. Often these youth are at greater risk because they have not had positive, trustworthy role models to guide them and have been raised in struggling single parent homes or affected by the incarceration of a parent and are disconnected from the positive opportunities in their communities. These youth may have been abused or neglected as children or witnessed domestic violence; have been exposed to community violence and may have lost friends or family to gun

violence. These youth become disconnected from school at a young age when reading and math grades begin to slump. They fall more easily to the school to prison pipeline and often have the highest rates of school misconducts, truancy, suspensions and expulsions. These youth often live crisis to crisis faced with evictions, homelessness and hunger. The high rates of unemployment in minority neighborhoods limit one's ability to earn a livable wage. Money issues can result in criminal activity as a means of providing for oneself and sometimes, one's family. Rejection and trauma result in hypervigilance, depression, lethargy and may contribute to substance abuse. Rejection sometimes results in "tough" attitudes presented by these youth which may mask fear. Many are truant from school or being transferred to alternative schools due to the risk they present. The alternative schools are not always accessible due to safety issues. Once out of school, the prospects for college/vocational training diminish leaving few options for future financial independence.

YAP advocates offer strength based relationships to guide youth to improved decision making and new ways of dealing with the barriers they face. Supported Work, a short term paid employment program, provides a job with references that can help those with criminal histories prove they are capable employees. Trauma informed counseling by CHA and protective relationships offered by advocates helps youth to resolve conflicts, understand emotional cues and avoid injury. YAP advocates have been able to return youth to school which aids not only in their academic success, but also their safety. Graduation (or on track to graduate) is the most significant predictor of continued academic or vocational achievement and future economic independence without resorting to criminal activity. As noted by YAP's outcome data with the CPS Violence Prevention Initiative, the students served were gang engaged and 20 times more likely to shoot or be shot within two years, but 94% of the youth remained safe and 87% of YAP seniors graduated from high school.

Section E: Proposed Program and Implementation Schedule

YAP offers its wraparound advocacy program to reduce incidents of violence (shootings) by youth who have been found guilty of gun charges and are now at an elevated risk of injury or injuring others. YAP anticipates service to a minimum of fifty youth annually. This application describes risk factors that increase the probability of future shootings including high prevalence of gang activities in their neighborhoods, disconnect from school, poverty, and few opportunities for positive youth development. Connecting youth to caring, trustworthy adults who live in their neighborhoods has been shown to reduce violence and increase school performance. Advocates assigned to these youth develop caring relationships and strong bonds that lead to program engagement and successful outcomes.

Cook County Probation Officers from the Intensive Probation unit will make referrals to YAP. These youth may receive risk assessments and clinical evaluations by doctoral students supervised by the Department's clinical director. They may seek gang indications from students' social media and information from the CPD Gang Task Force officers, looking for signs of retaliation or credible threats to the youth's safety. This information is provided to YAP at the time of referral and aids in determining the level of service prescribed for the youth. YAP has a "no reject/no eject" service policy. All referrals made to the program are accepted and youth are not rejected from service due to the problems they present. Rather, the plan is continuously redesigned until the right services are aligned. The Program Director completes an in-depth interview with the youth and family at their home. The Director gathers information about the needs, concerns and strengths/resources of the youth and family. Families are asked to tell us: *How can we help? What do you need? And how can we work together as equal partners?* Intake interviews are conducted within 48 hours of referral. Afterwards, the Director assigns an Advocate and sets up a Youth Family Team (YFT) meeting. This meeting includes the youth, family,

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juvenile probation officer, and any supportive people (Natural Supports) that may help the family and youth implement the objectives established in the wraparound service plan. The wraparound plan is written and family and team members tasked with completion. A safety plan is created that addresses problematic relationships, gang turf and transportation issues and means to avoid situations that create conflict. Other community resources are identified and arrangements made for referral, engagement with the resource and transportation. The YFT and wraparound plan are done within three weeks of the intake interview. Advocates often accompany youth to appointments with counselors or substance abuse professionals as they often won't go on their own. With the youth or family's permission, the counselors often will share information so that YAP Advocates can reinforce the guidance or assistance these resources offer. The Advocate establishes a positive relationship with the youth and they begin to do things together, establish rapport and discuss the youth's past and his or her future aspirations. The Advocate works with the youth, parents and school to solve academic problems, truancy and help with behavioral adjustments that may reduce misconducts and suspension. Credit recovery programs and SEL services may also be obtained. As important, Advocates provide fun and recreational activities, take their kids out for meals and do other things that make constructive use of leisure time and expose young people to new activities and new ways of doing things. Advocates are generally assigned to work with the youth more intensively 8 to 10 hours per week at the beginning of service and have the hours reduced as their youth progress; often to 4 to 5 hours per week. Assignment of hours is flexible and can be adjusted up or down depending upon need. Each week the Advocate completes a Client Activity and Progress Report that details the hours, types, and location of services and notes progress and activities on the wraparound plan during the week. Program Directors provide supervision weekly with the Advocate at which time they review activities provided, progress on goals, problem solve and strategize. Weekly, the Program Director

contacts the Probation Officers to update them on the progress of their referred youth. Advocate services are strength based, and provided through individual time with the youth, individually with the family, or with the youth and family together, and in small groups of referred youth. Individual time assures the youth has time to privately share aspirations, concerns, threats and problems with the full attention of the Advocate. Family time helps parents and youth communicate more effectively, set limits and resolve issues in the home. Group time is critical to the success of the program as often this is recreational, providing fun for the youth but also giving the Advocate opportunity to observe the youths' interactions, redirect negative behaviors and reinforce positive interactions. YAP offers the PATTS Curriculum (Peaceful Alternatives to Tough Situations), a conflict mediation course for youth. There is an activity/ancillary fund that covers the cost of recreation, youth meals, bus passes and other consumables the youth may need to participate in the community. Youth are connected to workforce programs that offer employment or helped to locate regular employment appropriate to their interests, academic ability and future ambitions. Additionally, YAP's Supported Work Program is offered for youth whose criminal records greatly hamper employment prospects. Supported Work is subsidized employment – YAP pays the youth's wages while a youth works part time with an employer who provides on the job training. The goal is a productive employment experience resulting in a positive written reference that mitigates the youth's criminal record. As the Director works with the Advocate, youth and family, services are reduced, and eventually terminated in five to six months. Service Plans include natural supports in place at discharge to maintain the progress achieved by the youth while in the program. There are two partners who will work with YAP on this project: Cook County Juvenile Probation and Children's Home and Aid (CHA) who will offer trauma informed services. Letters are attached that describe the roles of each agency. CHA is funded by JAC and not an item in the proposed budget.

Implementation Schedule:

Activity/Activities	Staff Responsible	Timeframe
Receive referrals from Cook County Probation Officers	Program Director	Ongoing
Intake interview with family	Program Director	Within 48 hours of referral
Advocate assigned to client/family	Program Director	Within 3 business days of intake interview
Introduction of Advocate to family	Program Director	Within 1 business day of Advocate selection
Initial Advocate/Youth Family Team meeting	Advocate	Within 48 hours of Advocate assignment to youth/family
Ongoing service for youth and family	Advocate	Weekly
Connection to community resources for wraparound support, including school visit and outreach to community agencies as appropriate	Advocate/Program Director	Within two weeks of intake interview
Youth Family Team meeting, including development of safety plan and service plan and signing of plan	Program Director/Advocate	Within 3 weeks of referral
PATTS group service	Program Director	9-week program as needed, usually 3 times annually
Advocate supervision and reporting on services provided	Advocate/Program Director	Weekly
Completion of weekly activity report	Advocate	Weekly (Mondays)
Program Director supervision	Program Director/Regional Director	Weekly
Service review with family	Program Director	Monthly
Update to Cook County Probation Officers	Program Director	Weekly
Discharge plan and outcomes report	Program Director	At termination of services
Administering outcomes survey	Administrative Manager	3, 6, and 12 months post-discharge
JAC Narrative Reports with number of enrolled, retained, detained; challenges in the quarter; and summation of arrests, injuries, deaths.	Program Directors/Regional Director/Deputy CEO	Quarterly
JAC Final Report – summation of above data; Client Discharge Outcomes (annual computation)	Program Directors/Regional Director/Deputy CEO	30 days after close of contract
JAC Site Visit	Program & Regional Directors/Advocates/Clients	Annually as scheduled

Section F: Expected Outcomes

The overarching goal of the Chicago Youth Advocate Program is to reduce violence among youth who live in Cook County. The goal of this specific proposal is to reduce violence among youth who are supervised by the Cook County Juvenile Probation Department, may be supervised by their Intensive Probation Department and reflect youth who have been convicted of weapons offenses.

The objectives provided to reach that goal are:

1. Each youth will be assigned an advocate who will provide a caring, trustworthy role model and will explore the interests of the youth; provide guidance toward safe decision making; and assist meeting the specific objectives (e.g. substance abuse counseling) of the youth's Individual Service Plan.
2. Advocates and program directors will provide safety plans and crisis intervention when conflicts occur.
3. Advocates will assist youth who are not in school to find a suitable educational placement. Advocates will monitor attendance of youth in school and assist with problem solving.
4. Youth will be referred to Children's Home and Aid for trauma counseling as indicated.
5. The PATT's curriculum may be offered to clients in need of conflict mediation skills.

Outcomes for this project include the following:

- YAP will serve up to 60 youth depending upon the service levels requested by probation officers
- 95% of the youth served will not be shot nor shoot while enrolled in the program
- 85% of the youth served will not be re-arrested while in the program
- 85% will not be referred to the IL Department of Juvenile Justice or IDOC at discharge
- 90% will improve in school by reductions in misconducts and suspensions
- 90% will have one natural support at discharge who will guide the youth at program's end
- 50% of will have participated in PATTS or received CHA counseling

Program results are collected through YAP's outcome department. At intake the Director completes an Entry Report that records data as each youth is enrolled in the program and similar data collected at discharge, and three, six and twelve months after discharge. Results are tallied at the end of the contract. YAP discharge metrics include arrests; incarceration; school attendance; employment and self-reports of drug or alcohol dependency. Data for the Violence Prevention Grant offered by JAC will include recording of shootings prior to, during and after discharge. See attached Client Entry/Discharge Form which is included in the Section labeled "Other". The discharge and follow up reports at three, six and twelve months capture the same data. The Outcomes Department located at YAP's Support Center collect and tabulate this data on a comparative basis.

The objectives selected for this population are those which enable youth to receive guidance; get help with specific problems and importantly address school attendance. School is one of the safest places young people can be and leads to college or vocational school enrollment upon graduation. Trauma informed services via CHASI or through YAP's PATT's curriculum lead to emotional controls which may inhibit violence.

YAP monitors the service provided by Advocates via monthly telephone calls and letters sent to youth and families that request confirmation of services provided and satisfaction with those delivered. Should a family report dissatisfaction or misrepresentation of hours, the Program Director completes an investigation within five working days. Any incidents of misrepresentation result in the Advocate terminated from employment and funds for those hours charged to the referring authority are returned. Monthly, monitoring reports are aggregated with results forwarded to the executive, regional and local leadership.

Section H: Qualifications of the Proposer

For 40 years Youth Advocate Programs, Inc. (YAP), has provided programs as an alternative to incarceration in juvenile facilities and prisons. YAP employs about 2,100 staff annually, with about 70 employed by the Chicago YAP. YAP's history of successful intervention is demonstrated by its expansion of programs into 18 states. YAP is a current JAC Violence Reduction grantee and is prepared to continue the services funded last year. Other Chicago projects are listed below:

Agency References and Contact Information	Specifications
<p>1). <i>Lutheran Child and Family Services (LCFS)</i> Contact: Mike Bertrand, President and Chief Operating Officer Address: 7620 Madison Street, River Forest, IL 60603 Phone: (O) 708-771-7180 x235; (C) 630-278-9111 Email: mike_bertrand@lcfs.org</p>	<p>LCFS contract renewed annually since 2006; and now funded at \$1.7+ million to serve youth who are dually engaged DCFS wards incarcerated in IDJJ facilities or state prisons. Also tasked to operate the RUR Detention Project as part of BH Consent Decree.</p>
<p>2). <i>Chicago Public Schools</i> Contacts: Karen Vanausdal, Executive Director; Kishasha Ford, Manager Office of College and Career Success/Office of Social and Emotional Learning; and Victoria Ford, Manager Department of Student Adjudication Address: 42 W. Madison, Garden Level, Chicago IL 60602 Phone: (O) 773-553-1021; (C) 892-6179 Email: vford@cps.edu</p>	<p>SEL Targeted Services. The FY 2016 Purchase Order estimated at \$266,280; Service to students, often gang engaged, with multiple serious misconducts referred to CPS for expulsion.</p>
<p>3). <i>Children's Home and Aid and Crime Lab</i> Contact: Arlene Happach, Chief Operating Officer Children's Home and Aid 235 S. Wacker Drive, Suite 1400 Chicago, IL 60606 Phone: 312-24-424-0200 Email: ahappach@childrenshomeandaid.org</p>	<p>Winners of the Design Competition offered by Crime Lab, funded by Get in Chicago at \$1 million per year effective 7/1/15 with additional year anticipated at \$1M. Trauma informed CHA combined with YAP wraparound advocacy offered to very high risk / gang engaged youth selected by CPS and others.</p>
<p>4). <i>Illinois Department of Juvenile Justice</i> Contact: Robert Vickery, Resource Development Manager Aftercare/ IL Department of Juvenile Justice Address: 150 S. Lincoln Highway N. Aurora, IL 60542 Phone: 312-415-6511 Email: Robert.D.Vickery@dcj.illinois.gov</p>	<p>Contract at \$149,000 for 1/1/16 to 6/30/19) for Aftercare for delinquents leaving IDJJ facilities and returning to the south side/south suburbs. Also supported by the Polk Foundation at \$40,000</p>

<p>5). <i>CPS Violence Prevention Initiative</i> <i>In Chicago under Ron Huberman's administration</i> <i>PERF Address and phone numbers as a replacement</i> Address: 1120 Connecticut Avenue, NW, Suite 930, Washington DC 20036 Phone: 202-466-7820 cwexler@POLICEFORUM.org</p>	<p>October 1, 2009 to September 30, 2012, \$15M. Note: none of the staff who managed this project are at CPS any longer; we have included a letter from Chuck Wexler of PERF who was the CPD consultant that evaluated the program.</p>
<p>6) <i>Get in Chicago</i> Lisa Moultrie, Director of Programs 223 N. Michigan, Suite 2200 Chicago, IL 60601 Phone: 312-565-4161 Email: lmoultrie@getinchicago.org</p>	<p>Contract started 8/1/15, funded at \$330,000 for mentoring to students attending south side high schools.</p>

YAP has been COA Certified since 2006 having passed rigorous reviews of its client, personnel, and administrative policies, procedures, best practices and record keeping. Youth Advocate Programs is designated as a "promising practice" by the Annie E. Casey Foundation; as a "best practice model" in detention alternative design by the Office of Juvenile Justice Prevention (OJJDP); and has had ten external evaluations conducted over the years. In September 2015 YAP was awarded the Gloria J. Jenkins Award for outstanding contributions for detention reform by the Annie E. Casey Foundation. (Attached) The John Jay College of Criminal Justice reviews YAP's internal outcomes and produces "Issue Briefs" based on YAP's juvenile justice population and national results. (Attached) A Profile of Outcomes completed in concert with CPS during the Violence Prevention Initiative in 2012 is attached. YAP's Directors share their expertise with universities and foundations, including Harvard's Kennedy School of Social Policy and Annie E. Casey's conference on "Authentic Engagement" held in Chicago last year. The Chicago YAP was featured in the *Sunday New York Times Magazine* authored by Paul Tough who also referenced YAP in his book, How Children Succeed after following our Chicago staff and participants for over a year.

Children's Home and Aid offers trauma informed care and is successfully working with YAP fulfilling the requirements of the program awarded by the Crime Lab. Cook County Juvenile Probation will provide referrals to the program. Letters are attached.

Woven throughout this application is YAP's experience and history of successful outcomes. The National Gang Center noted YAP as having "an effective program structure." The Research and Evaluation Center at John Jay College of Criminal Justice in New York has recognized YAP as a "Gold Medal Program" that is informed by the science of adolescent development and built around the concepts of the Positive Youth Justice Model. The Bridgespan Group recognized YAP as one of the fastest growing nonprofit agencies in the US. YAP has received numerous other awards and recognition that elaborate the work the agency has done since its inception in 1975 which can be viewed at our website: www.yapinc.org.

The JAC program is currently operational with the Director in place; staff are hired and trained with more staff to be added as new referrals are made to the program. The local program added a part time program coordinator (with JAC approval) to help further diversify the program leadership and who is also tasked to re-visit youth who may have been initially resistant to the program. YAP has a Basic Advocate Training Curriculum (BAT) that consists of nine chapters each relating to specific components and expectations of the program. YAP provides Advanced Wraparound Training for its directors. Advocates have been and will be provided Orientation as new individuals join the organization. YAP has numerous working partnerships in the community including the Chicago Public Schools, many of its principals, Network Resource Coordinators, and staff of the Office of Social and Emotional Learning. The positive working relationship with the CPS departments above has enabled program directors to maintain gang affiliated youth in school. References are attached.

Section I: Key Personnel

YAP programs have a corporate culture that is based upon strength based planning for the youth and families served and a "never give up" attitude while working with youth and families with complex needs. Services offered embrace the pillars of Positive Youth Development. YAP's mission is to provide individuals who are, have been or may be subject to compulsory care with the opportunity to develop, contribute and be valued as assets so that communities have safe, proven effective and economical alternatives to institutional placement. In Chicago, and Cook County, YAP has expanded its mission to include a commitment to the reduction of violence. In order to accomplish the mission, culturally competent staff members are hired who are comfortable with difficult situations and can safely navigate in dangerous neighborhoods. Advocates and Directors are offered support through training and supervision to ensure that all intervene with referred families with a sense of optimism and hope.

The following key staff members will be involved in the oversight and implementation of the proposed project:

1). Minette Bauer, YAP's Deputy Chief Executive Officer, who reports to YAP's CEO, has provided executive leadership to the Chicago and Illinois programs since they started in 2006. She has been with YAP since the opening of the agency's first program in Pennsylvania in 1975 and worked as one of its first Advocates helping incarcerated youth reunite with their families and communities. Over her tenure at YAP she has served as a Program Director and Regional Director in Philadelphia, started YAP's first programs in New Jersey, and for 15 years served as the agency's Executive VP of Operations until her promotion in 2005 to Deputy CEO. She will provide administrative oversight and support to the Regional Director. Her full job description and resume are included below.

2). David Williams, Regional Director for YAP's Illinois programs, will provide local oversight of the project. Regional Directors are responsible for supervising all YAP programs in a designated state, including ensuring that programs achieve the outcomes and performance standard in each contract. He joined YAP with the opening of the Chicago Youth Advocate Program in 2006 and served as the first Program Director. With the successful expansion of services in 2009, he was promoted to Regional Director and is responsible for statewide leadership. He has twenty-five years of corrections and juvenile justice experience in Chicago working largely in community based programs. He serves on the Mayor's Commission for a Safer Chicago and the CPD Community Advisory Board. He holds a Master's Degree in Social Work Administration. His full job description and resume are included below.

3). Javier Ayana, YAP's Local Program Director, reports to Mr. Williams. YAP Program Directors are responsible for the overall administration of a local program including the provision of client services, managing/facilitating Youth Family Team meetings, developing individual service plans, coordination of services with referring authorities and supervising the Advocates. Mr. Ayana has attended Harold Washington College with an advanced certificate in social work and certification in management/accounting. He has seven years of experience working with YAP as an Advocate and Assistant Director with the CPS Violence Prevention Initiative. Complimentary experience includes working with Cease Fire as a Violence Interrupter. He is bilingual and fluent in Spanish. His job description and resume are included below.

4). The team will also be made up of Advocates who are responsible for providing the direct service component of the program. Advocates are hired from the communities in which the youths live and are required to have knowledge of community resources. Job descriptions for Advocates are included below.

5). YAP employs a part-time Administrative Manager who is responsible for record keeping, internal controls as it relates to the local processing of Activity Reports, reimbursement of expenses, and client entry / discharge reports and other duties as assigned. A job description is included below.

6). In addition to the personnel mentioned above, YAP has an experienced Board of Directors with numerous years' service in human services and other skill sets. The Board member who represents Chicago is Randolph Stone, former Cook County Public Defender and now clinical professor of law at the University Of Chicago School Of Law.

7). YAP has a Support Center located in Harrisburg PA that processes functions relating to Human Resources, Financial, Legal, Outcomes and Monitoring, Information Technology, Contracts and Program Services. This group of employees and administrators ensure compliance with regulations that relate to each of their functions.

1). YAP DEPUTY CEO – JOB DESCRIPTION

JOB DESCRIPTION Youth Advocate Programs, Inc.

JOB TITLE: Deputy CEO_President

DEPARTMENT: Executive

Training Category: X Managers X Supervisors Frontline Staff/Direct Service
 Frontline Staff/Administrative TSC

Effective Date:

FLSA Status (Director of HR assigns): Exempt

EEO Category (Director of HR assigns): Executive/Senior Level Official

Circle one: Salary

Circle one: Full Time

I. POSITION SUMMARY: The Deputy CEO/President shall report to the Chief Executive Officer (CEO) and will be responsible for the development and administration of statewide programs. The Deputy CEO/President will ensure that the programs operate effectively.

II. POSITION QUALIFICATIONS

A. EDUCATION: Bachelor's degree generally preferred; commensurate experience in community-based agency program is acceptable.

B. SPECIAL TRAINING/SKILLS (Licenses and Certifications):

Licenses and Certifications

- State/Federal Mandated Clearances and Criminal Background Checks
- Valid Driver's License

Problem Solving Skills

- Recognizes problems and provides feedback or documentation to assist with resolving the problem

Communication Skills

- Consistently uses good listening skills to remain informed and acts upon or acknowledges receipts of information
- Provides well-organized and clearly written information

Math Skills

- Perform basic mathematical functions such as addition, subtraction, multiplication and division

Computer Knowledge

- Word Processing Software
- Internet/Email

Other Characteristics

- Documentation and Observation Skills
- Strong organizational skills
- Ability to follow established confidentiality policy

- Ability to follow established safety standards
- Ability to use various office equipment (i.e. copier, fax, shredder, printer, etc)
- Effective oral and written communications skills
- Working knowledge of applicable regulations

C. EXPERIENCE/TRAINING: At least 10 years experience in management position

D. MENTAL DEMANDS TYPICAL OF THIS POSITION:

Ability to manage multiple projects/tasks, utilize creativity, maintain a high level of decision-making, ability to adapt to a constantly changing work environment, maintain a high level of record keeping/routine paperwork, provide close attention to detail, ability to travel, ability to work under pressure for results, establish own goals, meet frequent deadlines, work in a closely supervised environment, and work closely with others.

E. PHYSICAL DEMANDS TYPICAL OF THIS POSITION:

Constantly Incurred (More than 75% of time on job)

Ability to use both hands, Ability to communicate orally, Ability to hear conversation, Ability to operate truck/motor vehicle.

Frequently Incurred (25%-75% of time on job)

Ability to walk, Ability to sit, Ability to use both legs.

Occasionally Incurred (Less than 25% of time on job)

Ability to stand, Ability to lift: Mod (Max 25 lbs.), Ability to carry (est. weight: 25 lbs.), Ability to push (est. weight: 25 lbs.), Ability to pull (est. weight: 25 lbs.), Reaching at high or low level, Repetitive finger movement, Ability to climb stairs, Ability to stoop.

F. WORKING CONDITIONS TYPICAL OF THIS POSITION:

Frequently Incurred (Between 25% - 75% of time on job)

Work is typically completed in an office environment. As a **salaried** position, **40 hours** is required. Traveling is required.

In keeping with Youth Advocate Programs' philosophy that each employee or prospective employee should be encouraged to reach his or her full potential, and in compliance with the American's with Disabilities Act (ADA), reasonable accommodations or modifications will be made for qualified applicants with disabilities to allow such individuals with disabilities to perform the essential functions of this position.

III. JOB RELATIONSHIPS

A. RESPONSIBLE TO: Typically reports to CEO

B. WORKERS SUPERVISED: Typically supervises State Leadership Team

IV. MAJOR JOB RESPONSIBILITIES/ESSENTIAL FUNCTIONS (list functions that can be measured)

1. Identify, recruit, hire, fire, supervise, monitor and evaluate program directors and other agency personnel as needed within the assigned region.
2. Ensure that programs provide high quality services to clients, youth and families.

3. Ensure that agency clients and families receive needed services specified monies, and activities as required.
4. Ensure that the program operates in compliance with agency policy, contractual terms and applicable laws. Notify the Chief Executive Officer of corrective actions needed.
5. Provide technical support to directors including assistance with personnel or client issues. Support directors in developing creative solutions for clients or families who are experiencing difficulty.
6. Resolve staff or client grievances.
7. Provide orientation and on-going training opportunities for program directors that enable staff to develop their professional potential and enhance their ability to effectively serve agency clientele.
8. Review management information data regarding client outcomes and fiscal operations. Ensure that programs achieve acceptable results and operate within budgetary parameters.
9. Maintain effective working relationships with the court in order to ascertain satisfaction with services. Advise the Chief Executive Officer of problems and take corrective action.
10. Complete monitor investigation and ensure that directors complete monitor investigations as required by policy.
11. Participate in Executive Committee meetings as scheduled.
12. Perform other duties as requested by the Chief Executive Officer.

V. TRAINING REQUIREMENTS (% of time required)

* Essential Functions reflect the general duties considered necessary to describe the principal functions of the job as identified and shall not be considered as a detailed description of all the work requirements which may be inherent to the position.

In addition, this job description IS NOT AN EMPLOYMENT CONTRACT.

Employee Signature: _____ **Date:** _____



Deputy Chief Executive Officer

RECEIVED
COMMUNITY
RELATIONS

YAP Executive Team Member

MINETTE BAUER

EDUCATION:

Pennsylvania State
University,
BS,
Rehabilitation Education

Human Services Experience: Service to Youth Advocate Programs, Inc. (YAP) began in 1975 with the opening of the first Youth Advocate Program in Pennsylvania and continued with leadership and oversight of the agency's growth into 17 states, the District of Columbia and the United Kingdom. Experience includes direct services to youth and families in housing projects and blighted metropolitan neighborhoods and progressively responsible executive leadership roles.

YEARS EXPERIENCE: 39

Deputy Chief Executive Officer (YAP) – Responsible for development and implementation of new community-based programs for children, youth, families and adult corrections with a focus on the Midwestern United States. Serve as liaison to YAP's sister program in Sierra Leone. Responsible for administrative areas including: public policy and public affairs; risk management; and technical and troubleshooting assistance to Senior Management and field leaders. Actively participate on various executive level task forces and committees to research and develop policies. Serve on YAP's Human Resources Committee; Gang Services/Violence Committee; the COA (Council on Accreditation) Certification Task Force; and the Executive Team. The New York Times, MSNBC, and Paul Tough's book, *How Children Succeed* cited the Chicago programs providing services to the highest risk, gang involved youth on the South and West Sides.

Executive Vice President of Operations (YAP) – Responsible for corporate operations (The Support Center) and corporate legal affairs. Served as a member of YAP's Executive Committee.

Vice President of Operations and Program Services (YAP) – Responsible for oversight and administration of Southeastern Pennsylvania Programs including Philadelphia.

Program Director (YAP) – Successfully put the Philadelphia and New Jersey Youth Advocate Programs into operation.

Advocate (YAP) – Responsible for the provision of direct services to troubled adolescents and their families. Worked in predominately urban neighborhoods.

Highlights of Notable Achievements:

- Was one of YAP's first advocates working to return juveniles incarcerated in the Camp Hill (Pennsylvania) State Correctional Institution to appropriate community settings.
 - Demonstrated creativity and innovation in developing and implementing programs for youth and families involved with juvenile justice, child welfare and behavioral health systems.
- Did college internship at the Rockview State Correctional Institute, Bellefonte, Pennsylvania

2). YAP REGIONAL DIRECTOR – JOB DESCRIPTION

JOB DESCRIPTION

Youth Advocate Programs, Inc.

**JOB TITLE: Regional Director
DEPARTMENT: Field**

FLSA Status (Director of HR assigns): Exempt

EEO Category (Director of HR assigns): First Level Manager

Circle one: Salary

Circle one: Full-Time

I. POSITION SUMMARY

This position is responsible for the overall management of programs in the assigned region to include client services, human resources packets, personnel, budget, and program development issues.

II. POSITION QUALIFICATIONS

A. EDUCATION: Bachelors or Masters Degree preferred, no specific field required

B. SPECIAL TRAINING/SKILLS (Licenses and Certifications):

- State/Federal Mandated Clearances and Criminal Background Checks
- Valid Drivers License

Problem Solving Skills

- Investigates and provides root cause analysis of problems, suggests alternatives, evaluates outcomes and makes formal recommendations for solutions.

Communication Skills

- Clearly and consistently verbally communicates priorities
- Ensures timely exchange of verbal information between employees or departments
- Verbally informs employee at all levels within the organization with need to know information

Math Skills

- Performs accurate basic mathematical functions such as addition, subtraction, multiplication and division
- Performs basic mathematical functions, like percentages, ratios, etc...

Computer Knowledge

- Word Processing Software
- Spreadsheet Software
- Internet/Email
- Presentation/Multi Media Software

Other Characteristics

- Documentation and Observation Skills
- Strong organization skills
- Ability to follow established confidentiality policy
- Ability to follow established safety standards
- Ability to use various office equipment i.e. copier, fax, shredder, printer, etc...
- Knowledge of financial management

- Strong leadership and supervisory skills
- Working Knowledge of applicable regulations
- Knowledge of human resources laws and regulations as they related to the management of staff.

C. EXPERIENCE/TRAINING:

Three to five years related experience/training in youth services, community programs, or program development.

At least one year related experience/training in management/supervision

D. MENTAL DEMANDS TYPICAL OF THIS POSITION:

Ability to manage multiple projects/tasks, utilize creativity, maintain a high level of decision-making, ability to adapt to a constantly changing work environment, maintain a high level of record keeping/routine paperwork, provide close attention to detail, ability to travel, ability to work under pressure for results, establish own goals, meet frequent deadlines, work in a closely supervised environment, and work closely with others.

E. PHYSICAL DEMANDS TYPICAL OF THIS POSITION:

Constantly Incurred (More than 75% of time on job)

Ability to use both hands, Ability to communicate orally, Ability to hear conversation, Ability to operate truck/motor vehicle

Frequently Incurred (25%-75% of time on job)

Ability to walk, Ability to sit, Ability to use both legs

Occasionally Incurred (Less than 25% of time on job)

Ability to stand, Ability to lift: Mod (Max 25 lbs.), Ability to carry (est. weight: 25 lbs.), Ability to push (est. weight: 25 lbs.), Ability to pull (est. weight: 25 lbs.), Reaching at high or low level, Repetitive finger movement, Ability to climb stairs, Ability to stoop

F. WORKING CONDITIONS TYPICAL OF THIS POSITION:

Frequently Incurred (Between 25% - 75% of time on job)

Work alone, Work weekly more than 40 hours (Avg.: 40 – 50 hours)

Occasionally Incurred (Less than 25% of time on job)

Work outside, Work outside and inside, Contact with patients, Exposure to blood and bodily fluids

This position typically does not require the use of personal protective equipment.

In keeping with Youth Advocate Programs', Inc. philosophy that each employee or prospective employee should be encouraged to reach his or her full potential, and in compliance with the American's with Disabilities Act (ADA), reasonable accommodations or modifications will be made for qualified applicants with disabilities to allow such individuals with disabilities to perform the essential functions of this position.

III. JOB RELATIONSHIPS

C. RESPONSIBLE TO: Typical reports to State Leadership/President

D. WORKERS SUPERVISED: Typical supervises staff in the assigned regional programs

IV. MAJOR JOB RESPONSIBILITIES/ESSENTIAL FUNCTIONS (list functions that can be measured)

ESSENTIAL FUNCTIONS: (other duties may be assigned)

1. Provide supervision of Program Directors in assigned counties.

PERFORMANCE MEASURE

- Communicate weekly performance feedback to Program Directors and hold them accountable to their strategic plans.
- Facilitate monthly team meetings for all administrative staff to review profit/loss information, expenses, unauthorized percentage of services, etc.

2. Manage the delivery of client services to ensure clients are receiving the maximum and appropriate level of services weekly.

PERFORMANCE MEASURES:

- Conduct weekly review of program percentage reports and review with Program Directors to ensure 80% of authorization levels are achieved monthly.
- Conduct monthly case and chart reviews with Program Directors.

3. Manage the quality of services delivered.

PERFORMANCE MEASURES:

- Review Support Center monitoring reports with Program Directors monthly.
- Ensure that Program Directors are meeting face-to-face with children and their families on a monthly basis.
- Develop two new programs per year to make trainings in the assigned region more cost effective.

4. Manage the compliance of services delivered.

PERFORMANCE MEASURES:

- Maintain monthly contact with referring authorities to keep updated on regulations and contract compliance.
- Communicate and distribute contracts and bulletins to Program Directors as needed.
- Ensure outcomes measurement data is reported in accordance research guidelines.

5. Develop new opportunities for YAP to deliver service.

PERFORMANCE MEASURES:

- Meet bi-monthly with potential referring authorities.
- Research new RFP's on an on-going basis.
- Conduct at least three outreach presentations annually.

6. Maintain the financial viability and manage budgeting for assigned regions.

PERFORMANCE MEASURES:

- Maintain a variance of + / - 5% from the established budget.
- Increase revenue by 5% over the next year.
- Identify four cost savings measures annually.

7. Attend meetings and trainings.

PERFORMANCE MEASURES:

- Attend at least 20 hours of job related training per year.
- Attend 95% of meetings.

OTHER DUTIES OF JOB:

1. Prepare monthly report for the President.
2. Speak at programs, staff meetings, and public events.
3. Completion of special projects as assigned by the President.
4. Perform other related duties as required.

*** Essential Functions reflect the general duties considered necessary to describe the principal functions of the job as identified and shall not be considered as a detailed description of all the work requirements which may be inherent to the position. In addition, this job description IS NOT AN EMPLOYMENT CONTRACT.**

Employee Signature: _____ Date: _____

DAVID RYAN WILLIAMS
Regional Director
Chicago Youth Advocate Program

David Williams
Director
Chicago YAP

Education

Chicago State
University (IL)
MS, Correctional and
Criminal Justice
University of
Chicago, Social
Service
Administration
University of
Louisville, KY
BS, Correctional
Administration
BS, Law Enforcement
Administration

Training:

SACY – 40 hours
Quality Assurance
Budget Development
and Administration
Performance
Evaluation
Performance-Based
Management and
Progressive Discipline
Administrative Law
DASA – “It Takes a
Village to Raise a
Child
DASA – Substance
Abuse Prevention
Crisis Intervention –
Administrative
Office of the Courts

Highlights of Relevant Experience

Experience with Children, Youth and Families: Have over 19 years of experience in juvenile justice, adult probation and child welfare. Career focus has been in major metropolitan areas: Louisville, KY and Chicago, IL. Professional history includes provision of direct services including service as a Probation Officer, Pretrial Officer, Youth Program Worker and Case Manager. Have extensive experience with mentoring programs and volunteer coordination.

Managerial/Supervisory Experience: Held progressively responsible positions including Program Director for the Jane Addams Hull House Association. Owned and operated a Real Estate business for six years. Joined the Chicago Youth Advocate Program in 2006, first as Program Director and then Regional Director.

Personal Strengths and Assets:

- Excellent verbal and organizing skills.
- Willingness to accept new challenges and responsibilities; eager to learn.
- Goal oriented; competent; reliable; disciplined; assertive.
- Ability to reduce complex ideas to palatable concepts and practical applications.
- Ability to relate to people from various social, ethnic and/or economic backgrounds.

Employment History

Director, Chicago Youth Advocate Program 2006 – present:

Responsible for day-to-day management of a community-based program serving severely delinquent youth returning from juvenile correction facilities to Chicago's West and South sides. Manages contracts and budgets; responsible for human resource functions including recruitment, hiring, evaluation; supervises staff; conducts intakes and oversees and provides direct services as necessary.

Employment History

Self-Employed Real Estate Entrepreneur 2000-2006: Owned and operated a business focused on real estate purchase, rehabilitation, sales and rentals. The successful business is still operating under different management.

Program Director, Jane Addams Hull House Association, Hull House Advocate Program, Chicago, IL, September 1995 – September 2000: Responsible for the day-to-day operations of the Hull House Advocate Program. Duties included: staff interviewing, training, development, supervision administration of personnel policies including progressive discipline; physical plan management; budget development and administration; negotiating and maintaining contractual relationships; human resources and policy development. Supervised 45 staff and a \$4 million budget.

Supervisor, Jane Addams Hull House Association, New Directions Program, Chicago, IL, January 1994 – July 1995:

Responsible for supervision of 15 staff in a program serving 120 children in the care of the State of Illinois. Duties included: supervision and monitoring implementation of Medicaid services; assisting in the development of new program services; supervising case managers and assistant case managers; preparing monthly and quarterly reports as required; participating in utilization reviews and treatment plan staffing; training staff on Medicaid policies and procedures; trained new staff on New Directions Program policies and procedures.

Case Manager, Jane Addams Hull House Association, New Directions Program, Chicago, IL, June 1993 – December 1993:

Responsible for a caseload of 11. Provided crisis intervention as needed; acted as liaison for the clients between DCFS, schools, courts and other officials; performed initial client assessments; responsible for disbursement of funds to the clients; attended job development and training courses; responsible for placing and monitoring clients' living environment; counseled clients with regard to independent living skills; updated clients' records daily.

Prior Experience with Probation, Courts and Mental Health

Probation Officer, Cook County Adult Probation Chicago, IL (July 1992- October 1996);

Prevention Specialist II, Bobby Wright Mental Health Center, Chicago, IL (July 1991-June 1993)

Youth Program Worker II, Jefferson County Department of Human Services, Louisville, KY (November 1990 – May 1991)

Pretrial Officer, Administrative Office of the Courts, Louisville, KY, (March 1990 – May 1991)

Highlights of Accomplishments

- Assisted with coordination of the Red Ribbon Week Rally with over 5,000 students.
- Organized Peer Leader Recruitment for a Drug Free West Side Youth Task Force.
- Developed and implemented curricula for school-based groups and implemented training on various subjects such as: drug prevention, youth motivation, self-love, self-esteem and African culture.
- Served as Hull House national representative to CWLA Independent Living Services and Youth Services.
- Increased revenue from \$1million to \$4 million in two years for Hull House Advocate Program.
- Developed and implemented Hull House Advocate Program Policy and Procedure Manual and provided training.
- Developed Quality Assurance Program for Hull House Advocate Program.
- Responsible for Hull House Advocate "build out" that complied with ADA and COA standards.
- Participate on YAP's agency-wide Policy and Procedure Development Team.
- Participated in YAP's agency-wide Strategic Planning Initiative.

3). YAP PROGRAM DIRECTOR – JOB DESCRIPTION

JOB DESCRIPTION Youth Advocate Programs, Inc.

**JOB TITLE: Program Director
DEPARTMENT: Advocacy**

FLSA Status (Director of HR assigns): Exempt

Circle one: Salary

Circle one: Full Time

I. POSITION SUMMARY

The Program Director is responsible for the overall administration of a local program including the provision of client services, personnel management, and budget management.

II. POSITION QUALIFICATIONS

A. EDUCATION: Bachelors degree with commensurate experience in community-based agency program is acceptable except for programs where the referring authority requires a specific degree.

**B. SPECIAL TRAINING/SKILLS (Licenses and Certifications):
Licenses and Certifications**

Problem Solving Skills

Communication Skills

- Demonstrate communication skills, both oral and written

Math Skills

Computer Knowledge

Other Characteristics

C. EXPERIENCE/TRAINING: Experience in the provision of home and community-based services, managing and benefits

D. MENTAL DEMANDS TYPICAL OF THIS POSITION:

Ability to manage multiple projects/tasks, utilize creativity, maintain a high level of decision-making, ability to adapt to a constantly changing work environment, maintain a high level of record keeping/routine paperwork, provide close attention to detail, ability to travel, ability to work under pressure for results, establish own goals, meet frequent deadlines, work in a closely supervised environment, and work closely with others.

E. PHYSICAL DEMANDS TYPICAL OF THIS POSITION:

Constantly Incurred (More than 75% of time on job)

Frequently Incurred (25%-75% of time on job)

Occasionally Incurred (Less than 25% of time on job)

F. WORKING CONDITIONS TYPICAL OF THIS POSITION:

Frequently Incurred (Between 25% - 75% of time on job)

Occasionally Incurred (Less than 25% of time on job)

This position typically does/does not require the use of personal protective equipment.

In keeping with Youth Advocate Programs', Inc. philosophy that each employee or prospective employee should be encouraged to reach his or her full potential, and in compliance with the American's with Disabilities Act (ADA), reasonable accommodations or modifications will be made for qualified applicants with disabilities to allow such individuals with disabilities to perform the essential functions of this position.

III. JOB RELATIONSHIPS

E. RESPONSIBLE TO: Typically reports to President, Vice President or Regional Director of the service area.

F. WORKERS SUPERVISED: Typically supervises Program Staff

IV. MAJOR JOB RESPONSIBILITIES/ESSENTIAL FUNCTIONS

1. Responsible for all services provided to clients and their families who are referred to the program. Ensure that all clients receive the appropriate number of hours, contacts, services, specified monies and activities as required by contract with the referring authority or the third party payor.
2. Interview referrals and their biological or extended families. In conjunction with the youth and his/her family, develop a Service Plan that meets the individual needs of the youth and family.
3. Oversee the intake process including interviewing referrals and appropriate family members. In conjunction with the client and family ensure that a service or treatment plan that meets the individual needs of the clients and family is developed and implemented. Such plans must be strength based using the wraparound plan model.
4. Monitor service delivery provided by staff and ensure that staff implements the goals in the service or treatment plans, as well as make any revisions to the plan that result from changing needs or case reviews.
5. Identify, recruit, hire, train, monitor and supervise all direct service professionals and administrative staff in the local program, following the YAP, Inc. personnel policies and procedures, including the matching zip codes policy for recruiting direct service staff. Ensure that staff qualifications meet those imposed by the referring authority or third party payor.
6. Provide direct service professional personnel with staff development and training sessions as required by YAP, Inc. policies. Promote staff development including the provision of cross-training among staff.
7. Attend staff meetings and training sessions from program personnel as scheduled by the Regional Director or President.

8. Assist staff in creative problem solving, including securing needed professional resources for clients and their families. Ensure that activities for clients and their families involve education, employment, social and other areas of need. Develop plans for discharge which include community linkages that will support the client and family after termination of service
9. Ensure that all required time lines and due dates are met. This includes submission of all administrative, fiscal and billing documents and data base information to The Support Center for processing and all reports and documents that are required to be submitted by referring authorities and third party payors.
10. Assign staff client caseloads and monitor the results
11. Ensure that best practice guidelines are adhered to by all direct service staff
12. Respond to special or critical incidents involving referred client as the need arises. Ensure that appropriate procedures and reports (both oral and written) are completed as per program and YAP, Inc. policy
13. Serve as a liaison between the agency, the court, children and youth agencies, community resources, and other organizations as needed.
14. Communicate with The Support Center as needed to ensure coordinated efforts and the efficient and effective management of programs and service delivery.
15. Develop linkages with community leaders and resources through outreach, connecting services and coordinating services.
16. Manage the local program within budget parameters
17. Develop the knowledge and understanding of YAP, Inc. policies, referring agencies' and third party payors' contracts and requirements and applicable governmental agencies' rules and regulations. Ensure that all terms and conditions of policies contracts and rules and regulations are adhered to an met.
18. Identify new opportunities and new projects to assist in the growth and development of YAP, Inc. program and services.

Other Essential Functions of job but not limited too

1. Perform other duties as assigned by the President or Regional Director
2. Adhere to all YAP, Inc.'s personnel policies, the YAP, Inc. Code of Conduct and the Integrity Compliance Plan.
3. Follow YAP, Inc.'s special incidents reporting procedures

V. TRAINING REQUIREMENTS (% of time required)

* Essential Functions reflect the general duties considered necessary to describe the principal functions of the job as identified and shall not be considered as a detailed description of all the work requirements which may be inherent to the position.

In addition, this job description IS NOT AN EMPLOYMENT CONTRACT.

Employee Signature: _____ Date: _____

YAP PROGRAM DIRECTOR - RESUME

2448 W Division St.
Chicago Illinois 60622
Office: (773) 282-8100
Mobile: (773) 716-8427
E-mail: JAVIERANAYASR@GMAIL.COM

Javier Anaya

Objective

Seeking to secure a challenging position where I can utilize my communication skills, 17 years of time tested consulting, my experiences and trainings in public speaking, Youth Mentoring, Out Reach work, violence prevention and working with various community based organizations for the benefit and growth of your organizations business and community.

- Analytical . Drive to surpass goals . Meeting deadlines .*
- Detail oriented . Time Management . Multitask oriented .*

Experience

- Mar 2009- Present Both Sides Of The Park Inc
Chicago, IL
President / CEO
- Program Development
 - Overseeing & meeting the needs of participants, employees & community
 - Overseeing Funding and the overall operation of the organization
- Jan 2008- Mar 2013 Youth Advocate Program Inc
Chicago, IL
Assistant Director / Advocate
- Mentoring
 - Maintain family and youth individual service plan
 - Providing weekly written reports of all service provided
 - Following up with Educational needs and progress
- Jan 2006- Mar 2013 ALSO / Cease Fire
Chicago, IL
Violence Interrupter / Outreach Worker
- Mentoring
 - Mediations
 - Attend outreach and interrupter training on a regular basis
 - Assist clients with referrals to community resources
- Jan 1996-Present C21 Affiliated
Chicago, IL
Real Estate Consultant / Realtor
- Successfully managed multiple residential units
 - Maintained in the Re/Max million dollar sales club
 - Real Estate Consulting
 - Customer Service

Education

- Fall 2004 - Spring 2006 Harold Washington College
Chicago, IL
- (AC) Advance Certification in Social Work. Assist people by helping them cope with and solve issues in their everyday lives, such as family and personal problems and dealing with relationships.

Fall 2002

Chicago, IL

North Western Business college

- Certification in Business Administration concentration in management, accounting and marketing
- Course work included Business Applications and Business communication.

1994-Dec 1995

Realtors Real Estate School

- Certification in Real Estate Consulting
- ARP Accelerated Real Estate Practice

Activities / Trainings

Certified as Cease Fire Violence Interrupter 2009, Certified as Cease Fire Outreach Worker 2010, 40 hour DV Training, Puerto Rican Parade Committee member, Community Activist, Youth Coach for Wells Park, Trained by YAP Inc in: Meet the mission, Standard of Practice, Engaging Youth & Families, Boundaries, Staying Safe, Setting Goals & Achieving Outcomes, Challenges to Change, Individual & Family Dynamics, From Surviving to Thriving,

References are available on request

4). YAP ADVOCATE JOB DESCRIPTION

JOB DESCRIPTION

Youth Advocate Programs, Inc.

JOB TITLE:

DEPARTMENT: Advocacy

Effective Date: immediately

FLSA Status (Director of HR assigns): Non-Exempt

A. QUALIFICATIONS:

Qualifications: Associate Degree or Bachelor's Degree preferred. Minimum high school diploma or equivalent and experience with the target population;

Knowledge of community resources;

Valid driver's license, automobile insurance and access to a vehicle; and

Appropriate state and federal required background checks.

B. RESPONSIBILITIES AND TASKS:

The primary responsibility of the Advocate is to initiate, organize, plan, develop and implement direct advocacy services to assigned clients and their families. All service plans will be based on a strength-based approach using the wrap around model.

C. SPECIFIC TASKS INCLUDE:

Ensure that all assigned clients and their families receive services, advocacy hours, contacts, and specified activity monies as required by the Program Director and the client's service plan.

Maintain the appropriate advocacy hours via face-to-face contact as specified by the service plan.

Develop a supportive relationship with each client's family. Involve the family in the development of meaningful activities. Ensure that parents know the whereabouts of their children while they are participating in program activities.

Develop with each client a set of objectives to be achieved during the client's participation in the program and following discharge.

Ensure that each assigned client is participating in an appropriate education/vocational program, a supported work program, or unsubsidized employment. Ensure that the client attends school and/or work on a regular basis.

Take each client to places of interest and introduce them to new activities and new ways of doing things.

Ensure that activities coincide with the needs, interests and wants of the client and family as defined

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by the service plan and the Program Director. Be prepared to identify the family's changing needs and interests as the advocacy relationship progresses.

Make necessary arrangements to acquire medical assistance coverage for eligible clients. Be aware of each client's medical history, prescribed medications, disabilities and needs. Monitor the client's nutritional needs and general health status.

Under the Program Director's supervision, involve the appropriate community professional resources as determined by the client's individual needs and the service plan.

Assist each client and family in identifying resources or persons who can provide continued support beyond termination of advocacy services and develop linkages to those community resources and persons.

Accurately complete the weekly activity report, activity vouchers and other required documents and submit them to the Program Director at the designated time and place.

Attend weekly staff development and training sessions as scheduled by the Program Director.

Participate in reviews of each youth's service plan as scheduled by the Program Director.

Respond to emergency situations or special incidents by involving the client or the client's family as the need arises. Attend court hearings as required.

Follow YAP, Inc.'s special incidents reporting procedures and provide the Program Director with information on potential issues of safety and ethical/confidentiality dilemmas.

Adhere to all YAP, Inc. personnel policies, the YAP, Inc. Code of Conduct and the Integrity Compliance Plan.

Perform all duties in a timely and cost-effective manner.

Develop a knowledge and understanding of YAP, Inc. policies, referring agencies' and third party payors' contracts and requirements and applicable governmental agencies' rules and regulations. Ensure that all terms and conditions of policies, contracts and rules and regulations are adhered to and met in the performance of job duties.

Perform other related duties as assigned by the Program Director.

D. **REPORTS TO:** Program Director

Advocate's Signature: _____

Date: _____

5). YAP ADMINISTRATIVE MANAGER JOB DESCRIPTION

JOB DESCRIPTION

Youth Advocate Programs, Inc.

JOB TITLE: Administrative Manager
DEPARTMENT: Advocacy

FLSA Status (Director of HR assigns): Non-exempt

EEO Category (Director of HR assigns): Administrative Support-office/clerical

Circle one: Hourly or Salary

Circle one: Full-Time or Part-Time

Qualifications:

Associate degree in business related area preferred; high school diploma and commensurate experience required.

Skills needed: math aptitude; oral and written communication skills; computer and data entry skills

Responsibilities and Tasks:

The primary responsibility of the Administrative Manager is to provide administrative support and services to the Program Director and other professional staff. The Administrative Manager is responsible for organizing, managing, and tracking information for the local program and serves as a liaison between the program and Support Center staff.

Specific tasks

1. Process and prepare weekly packages for submission to The Support Center
 - a. Verify mathematical calculations of all time sheets, reimbursement vouchers, check requests, etc.
 - b. Verify signatures where required.
2. Ensure that all paperwork is submitted on a timely basis
3. Process and oversee new employee files
 - a. With the new employee, complete all necessary paperwork and Personnel Action Forms.
 - b. Maintain a file for each employee - including copies of W-4, I-9, criminal history check, resume, references, and if applicable, work support documentation.
 - c. Complete the Terminated Employee Personnel Action Form and forward terminated employee files to The Support Center in a timely manner.
4. Establish and maintain accurate client data
5. Track reports required by the referring authority and notify the Program Director of any late reports.
6. Maintain the office in a professional and friendly manner.
7. Maintain telephone coverage during office hours and take accurate messages.
8. Oversee scheduling of mailings, meetings, authorizations, etc.
9. For behavioral health clients, check daily the client eligibility for services and notify Program Director immediately of any changes.
9. Understand the policies and procedures of Youth Advocate Programs, Inc. and implement them at all times.

- a. Personnel Policy Manual
 - b. Code of Ethics
 - c. Integrity Compliance Plan
10. Perform other related duties as assigned by the Program Director.

Reports to: Program Director

* Essential Functions reflect the general duties considered necessary to describe the principal functions of the job as identified and shall not be considered as a detailed description of all the work requirements which may be inherent to the position.

In addition, this job description IS NOT AN EMPLOYMENT CONTRACT.

Employee Signature: _____ **Date:** _____

Section J: Subcontracting or Teaming

Youth Advocate Programs will not use subcontractors while providing the program described in this application. There are two letters that reflect our collaborations that will be involved with the program described in this narrative. The first letter describes the referral source which is the Cook County Juvenile Probation Department. The probation department currently refers youth through its Intensive Probation Unit. They generally refer youth who are gang engaged and convicted of weapons offenses or other serious offenses and are at high risk of recidivism. YAP has established a very positive working relationship with the department.

The second collaborator is Children's Home and Aid (CHA). CHA and YAP work together in several projects currently. They provide Cognitive Behavioral Therapy, SPARCS groups and offer technical assistance to us regarding trauma informed care. The letter of collaboration describes our work together for this grant. Services are requested as needed.

Neither of the agencies above requires specific funding through YAP's grant application as they are presently funded by the county (juvenile probation). The Justice Advisory Council presently funds CHA as a current grantee. As no specific money is required through YAP's application, we understand from the clarification in the County Addendum that we do not have to complete the "Identification of Subcontractor/Supplier/Subconsultant Form."

EXHIBIT 2

SCHEDULE OF COMPENSATION

Appendix I - Budget Form

Applicants are required to complete and submit this Budget Form and a corresponding Budget Narrative Form in addition to the required technical proposal (program narrative). Both electronic and hard copies of the Budget Form and Budget Narrative Form are required. Please refer to Appendix III - Budget Guidance for instructions regarding appropriate expenditures for each budget line item category listed below. Please enter the grant funds you are requesting under "Requested JAC Grant Funds" and enter any additional contributions your agency is making to the proposed project (encouraged - but not required) under "Applicant Share." The sum of your "Requested JAC Grant Funds" cannot exceed the maximum funding amount specified in the Request for Proposals. Please note that a line item detail is required for each Contractor/Partner agency who will have a substantial role in the project and who is being allocated a portion of grant funds (see Consultants/Contracts line item below and Tabs 2 through 6 of this workbook).

Applicant Organization Name: Youth Advocate Programs, Inc.			
Project Name: Cook County Justice Advisory Council Violence Prevention, Intervention, and Reduction Grant			
Budget Contact Person: Colin Jeffers		Phone: 717-232-7580	Email: cjeffers@yapinc.org

PERSONNEL

Name (Indicate if Salaried or Hourly)	Position Title	Annual Rate (if Salaried) Hourly Rate (if Hourly)	% Time (if Salaried) # Hours (if Hourly)	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Minette Bauer (Salary)	Deputy CEO	142,837	0.07	\$9,998.57	\$0.00	\$9,998.57
Javier Anaya (Salary)	Program Director	\$1,800	0.50	\$25,900.00	\$25,900.00	\$0.00
Maria Pantoja (Salary)	Administrative Manager	24,960	0.25	\$6,240.00	\$6,240.00	\$0.00
Program Coordinator TBD (Hourly)	Program Coordinator	18	520.00	\$9,360.00	\$9,360.00	\$0.00
Multiple Employees (Hourly)	Advocate Individual Hours (hourly)	\$11.00	4062.76	\$44,690.36	\$44,690.36	\$0.00
Multiple Employees (Hourly)	Advocate Group Time (hourly)	\$12.00	2031.26	\$24,375.12	\$24,375.12	\$0.00
Multiple Employees (Hourly)	Advocate Compensable Time (Hourly)	\$11.00	1300.00	\$14,300.00	\$14,300.00	\$0.00
Multiple Employees (Hourly)	Supported Work	\$8.25	2600.00	\$21,450.00	\$21,450.00	\$0.00
				\$0.00		
				\$146,315.48	\$146,315.48	\$9,998.57

FRINGE BENEFITS

Name	Title	Cost Allocated to Project	Fringe Rate (%)	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Javier Anaya	Program Director	\$25,900.00	27.00%	\$6,993.00	\$6,993.00	\$0.00
Maria Pantoja (Salary)	Administrative Manager	\$6,240.00	27.00%	\$1,684.80	\$1,684.80	\$0.00
TBD	Program Coordinator	\$9,360.00	12.00%	\$1,123.20	\$1,123.20	
Multiple Employees (Hourly)	Advocate Individual Hours (hourly)	\$44,690.36	12.00%	\$5,362.84	\$5,362.84	
Multiple Employees (Hourly)	Advocate Group Time (hourly)	\$24,376.56	12.00%	\$2,925.19	\$2,925.19	
Multiple Employees (Hourly)	Advocate Compensable Time (Hourly)	\$14,300.00	12.00%	\$1,716.00	\$1,716.00	
Multiple Employees (Hourly)	Supported Work	\$21,450.00	10.00%	\$2,145.00	\$2,145.00	
				\$21,950.03	\$21,950.03	\$0.00

TRAVEL

Appendix I Budget Form

Local Travel							
Purpose	Staff Name	Mileage Rate	No. Miles	Line Item Cost	Requested JAC Grant Funds	Applicant Share	
Travel for Advocates while assisting clients within the community with rides to work, school meetings, etc.	Multiple Employees	0.5	20800.00	\$10,400.00	\$10,400.00	\$0.00	
				\$0.00			
				\$0.00			
				\$0.00			
Out of Town Travel							
Purpose and Person(s) Traveling	Airfare	Lodging	Per Diem	Line Item Cost	Requested JAC Grant Funds	Applicant Share	
Minette Bauer- Oversight of program	\$2,000.00	\$750.00	\$300.00	\$3,050.00	\$0.00	\$3,050.00	
				\$13,450.00	\$10,400.00	\$3,050.00	
EQUIPMENT							
Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share	
Lease/Maintenance of copier	Needed to conduct day-to-day business.	\$3,600.00	0.10	\$360.00	\$0.00	\$360.00	
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$360.00	\$0.00	\$360.00	
MATERIALS & SUPPLIES							
Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share	
Rent and Utilities (Monthly)	Cost of a small office to perform daily business functions	\$60,000.00	0.1	\$6,000.00	\$0.00	\$6,000.00	
Telephone and Internet	Cost of telephone and internet access for daily business functions.	\$6,000.00	0.1	\$600.00	\$0.00	\$600.00	
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			

Contractor/Partner Budget Line Item Detail

Applicants are required to complete and submit this Budget Line Item Detail for each contractor/partnering agency who will have a substantial role in the proposed project and who is being allocated a portion of the grant funds under the contractual line in the applicant agency's budget. Please refer to Appendix III - Budget Guidance for instructions regarding appropriate expenditures for each budget line item category. The total budgeted amount must equal the same amount allocated for this agency in the applicant agency's budget. A justification of the proposed contractor/partner costs (by line item) must be provided in the Budget Narrative.

Contractor/Partner Organization Name:

Organization Address:

Name/Title of Agency Liaison:

PERSONNEL

Name and Title	Calculation	Item Cost
Total Personnel		\$0.00

FRINGE BENEFITS (Not Applicable)

(NOTE: Fringe Benefit Costs for Contractor/Partner Agency Personnel are Not Allowable)

TRAVEL

Purpose	Calculation	Item Cost
Total Travel		\$0.00

EQUIPMENT (Not Applicable)

(NOTE: Equipment Costs for Contractual/Partner Agencies are Not Allowable)

MATERIALS & SUPPLIES

Item	Calculation	Line Item Cost
Total Materials & Supplies		\$0.00

OTHER DIRECT COSTS

Item	Calculation	Line Item Cost
Total Other Direct Costs		\$0.00

INDIRECT COST

(NOTE: The combined sum of allocated indirect costs for applicant AND partner agencies cannot exceed 10%)

Explanation of How Costs are Calculated	Calculation	Line Item Cost
Total Indirect Costs		\$0.00
TOTAL JAC GRANT FUNDS REQUESTED FOR THIS CONTRACTOR/PARTNER		\$0.00

Contractor/Partner Budget Line Item Detail

Applicants are required to complete and submit this Budget Line Item Detail for each contractor/partnering agency who will have a substantial role in the proposed project and who is being allocated a portion of the grant funds under the contractual line in the applicant agency's budget. Please refer to Appendix III - Budget Guidance for instructions regarding appropriate expenditures for each budget line item category. The total budgeted amount must equal the same amount allocated for this agency in the applicant agency's budget. A justification of the proposed contractor/partner costs (by line item) must be provided in the Budget Narrative.

Contractor/Partner Organization Name:

Organization Address:

Name/Title of Agency Liaison:

PERSONNEL

Name and Title	Calculation	Item Cost
Total Personnel		\$0.00

FRINGE BENEFITS (Not Applicable)

(NOTE: Fringe Benefit Costs for Contractor/Partner Agency Personnel are Not Allowable)

TRAVEL

Purpose	Calculation	Item Cost
Total Travel		\$0.00

EQUIPMENT (Not Applicable)

(NOTE: Equipment Costs for Contractual/Partner Agencies are Not Allowable)

MATERIALS & SUPPLIES

Item	Calculation	Line Item Cost
Total Materials & Supplies		\$0.00

OTHER DIRECT COSTS

Item	Calculation	Line Item Cost
Total Other Direct Costs		\$0.00

INDIRECT COST

(NOTE: The combined sum of allocated indirect costs for applicant AND partner agencies cannot exceed 10%)

Explanation of How Costs are Calculated	Calculation	Line Item Cost
Total Indirect Costs		\$0.00
TOTAL JAC GRANT FUNDS REQUESTED FOR THIS CONTRACTOR/PARTNER		\$0.00

Contractor/Partner Budget Line Item Detail

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Contractor/Partner Organization Name:

Organization Address:

Name/Title of Agency Liaison:

PERSONNEL

Name and Title	Calculation	Item Cost
Total Personnel		\$0.00

FRINGE BENEFITS (Not Applicable)

(NOTE: Fringe Benefit Costs for Contractor/Partner Agency Personnel are Not Allowable)

TRAVEL

Purpose	Calculation	Item Cost
Total Travel		\$0.00

EQUIPMENT (Not Applicable)

(NOTE: Equipment Costs for Contractual/Partner Agencies are Not Allowable)

MATERIALS & SUPPLIES

Item	Calculation	Line Item Cost
Total Materials & Supplies		\$0.00

OTHER DIRECT COSTS

Item	Calculation	Line Item Cost
Total Other Direct Costs		\$0.00

INDIRECT COST

(NOTE: The combined sum of allocated indirect costs for applicant AND partner agencies cannot exceed 10%)

Explanation of How Costs are Calculated	Calculation	Line Item Cost
Total Indirect Costs		\$0.00

TOTAL JAC GRANT FUNDS REQUESTED FOR THIS CONTRACTOR/PARTNER

\$0.00

Contractor/Partner Budget Line Item Detail

Applicants are required to complete and submit this Budget Line Item Detail for each contractor/partnering agency who will have a substantial role in the proposed project and who is being allocated a portion of the grant funds under the contractual line in the applicant agency's budget. Please refer to Appendix III - Budget Guidance for instructions regarding appropriate expenditures for each budget line item category. The total budgeted amount must equal the same amount allocated for this agency in the applicant agency's budget. A justification of the proposed contractor/partner costs (by line item) must be provided in the Budget Narrative.

Contractor/Partner Organization Name:

Organization Address:

Name/Title of Agency Liaison:

PERSONNEL

Name and Title	Calculation	Item Cost
Total Personnel		\$0.00

FRINGE BENEFITS (Not Applicable)

(NOTE: Fringe Benefit Costs for Contractor/Partner Agency Personnel are Not Allowable)

TRAVEL

Purpose	Calculation	Item Cost
Total Travel		\$0.00

EQUIPMENT (Not Applicable)

(NOTE: Equipment Costs for Contractual/Partner Agencies are Not Allowable)

MATERIALS & SUPPLIES

Item	Calculation	Line Item Cost
Total Materials & Supplies		\$0.00

OTHER DIRECT COSTS

Item	Calculation	Line Item Cost
Total Other Direct Costs		\$0.00

INDIRECT COST

(NOTE: The combined sum of allocated indirect costs for applicant AND partner agencies cannot exceed 10%)

Explanation of How Costs are Calculated	Calculation	Line Item Cost
Total Indirect Costs		\$0.00

TOTAL JAC GRANT FUNDS REQUESTED FOR THIS CONTRACTOR/PARTNER

\$0.00

Contractor/Partner Budget Line Item Detail

Applicants are required to complete and submit this Budget Line Item Detail for each contractor/partnering agency who will have a substantial role in the proposed project and who is being allocated a portion of the grant funds under the contractual line in the applicant agency's budget. Please refer to Appendix III - Budget Guidance for instructions regarding appropriate expenditures for each budget line item category. The total budgeted amount must equal the same amount allocated for this agency in the applicant agency's budget. A justification of the proposed contractor/partner costs (by line item) must be provided in the Budget Narrative.

Contractor/Partner Organization Name:

Organization Address:

Name/Title of Agency Liaison:

PERSONNEL

Name and Title	Calculation	Item Cost
Total Personnel		\$0.00

FRINGE BENEFITS (Not Applicable)

(NOTE: Fringe Benefit Costs for Contractor/Partner Agency Personnel are Not Allowable)

TRAVEL

Purpose	Calculation	Item Cost
Total Travel		\$0.00

EQUIPMENT (Not Applicable)

(NOTE: Equipment Costs for Contractual/Partner Agencies are Not Allowable)

MATERIALS & SUPPLIES

Item	Calculation	Line Item Cost
Total Materials & Supplies		\$0.00

OTHER DIRECT COSTS

Item	Calculation	Line Item Cost
Total Other Direct Costs		\$0.00

INDIRECT COST

(NOTE: The combined sum of allocated indirect costs for applicant AND partner agencies cannot exceed 10%)

Explanation of How Costs are Calculated	Calculation	Line Item Cost
Total Indirect Costs		\$0.00

TOTAL JAC GRANT FUNDS REQUESTED FOR THIS CONTRACTOR/PARTNER

\$0.00

Appendix II – Budget Narrative Form

The Budget Narrative is reviewed in conjunction with your Budget Form. It should serve to; a) justify your proposed expenditures, and b) explain how the expenditures are related to your program. For each cost item entered on your Budget Form, please provide a corresponding detailed explanation in the Budget Narrative. It is recommended that you provide calculations wherever applicable to illustrate how costs were determined. If you provide narrative for items that will be covered by a funding source other than JAC grant funds (this is not required), please indicate in the narrative that the item will be funded by an alternate source. A document entitled "Budget Guidance" is provided in Appendix III to assist you with completing your budget and budget narrative. Please refer to this resource to ensure that your proposed expenditures are in accordance with the Justice Advisory Council's specifications.

Applicant Organization Name:	Youth Advocate Programs, Inc.		
Project Name:	Cook County Justice Advisory Council Violence Prevention, Intervention, and Reduction Grant		
Budget Contact Person:	Colin Jeffers	Phone:	717-232-7580
Contact Person's Email:	Cjeffers@Yapinc.org		

NOTE: Please ensure that you provide sufficient detail to enable reviewers to understand your proposed expenditures. Cells are formatted to expand as you enter information.

BUDGET CATEGORY – PERSONNEL

List each position by title and name of employee if available. Explain each position's role in the proposed program. Also, indicate if the position is existing or new and when the position will be on-boarded.

Program Director (Javier Ayana) – Currently Employed with JAC program and will directly implement this program in Cook County. He meets with the youth and family during the intake process and assigns an advocate. He provides staff training and supervision.

Administrative Manager (Maria Pantoja) – Currently Employed with JAC program and Will provide clerical support to all program staff. She will process the weekly paperwork that is sent to the Support Center in Harrisburg, Pa for new hire, terminations, employee benefit administration and payroll and billing processing.

Advocates (several Employees) - The director will hire advocates for this program.

The budget is calculated at an average of 6.25 hours per week with youth receiving higher amounts of service initially with hours reduced as they stabilize in the community. An estimated 25 youth will be in service at any given time, with the length of stay averaging five to six months and estimated maximum of 50 served annually. Advocates are hired from the neighborhoods of the referred youth and offer individual, family, and small group activities that included mentoring, role modeling, supervision, educational/vocational assistance, conflict resolution, and linkage to community services. Advocates are paid different rates for individual time, group time, and supervision and paperwork time (Compensable).

Program Coordinator (TBD) – To be hired by program start date, will assist program director with intake and service planning. Additional hours to youth who need special assistance, or when advocates have schedule conflicts. May locate supported work employers.

Supported Work (Several positions for clients) – Subsidized short-term employment for clients.

Appendix II – Budget Narrative Form

BUDGET CATEGORY – FRINGE BENEFITS

Fringe benefits should be based on actual known costs or an established formula. Please explain which budgeted positions in the Personnel line will be receive fringe benefits.

Fringe benefits are calculated as follows:

FICA at 7.65% x all salary and wages

Unemployment Compensation at 2% of all salary and wages (Supported work exempt due to youth training program)

Workmen's' Compensation at 2.35% of all salary and wages

Health Insurance benefits at 15% of salaries. Advocates that work less than 30 hours a week and do not receive company paid health benefits.

All positions will receive fringe benefits, including FICA, UC, WC as required by law.

BUDGET CATEGORY – TRAVEL

List travel expenses by project personnel and explain the purpose of the travel. Also indicate whether the travel is local or out-of-town and explain how costs were determined.

Travel charged to this grant is local for advocates at 20,800 miles for the year @ \$ 0.50 per mile. YAP calculates this charge as \$8.00 per week, per client.

BUDGET CATEGORY – EQUIPMENT

For each budgeted item, explain the need for the item, how it will be utilized in the proposed program, and how costs were determined. Also indicate where the item will be located, who will use the item, and how inventory will be maintained.

In-kind contribution by YAP.

BUDGET CATEGORY – MATERIALS & SUPPLIES

List materials and supplies by category (i.e. office supplies, program supplies, training supplies, etc.) and explain the need for the budgeted items and how costs were determined.

In-kind contribution by YAP.

Appendix II – Budget Narrative Form

BUDGET CATEGORY – CONSULTANT / CONTRACTS

Explain the need for the consultant / contract as it relates to the proposed program. List all associated costs and provide a narrative explanation that describes the need. Also explain the method for determining the associated costs. A narrative corresponding to each submitted "Contractor/Partner Budget Line Item Detail" form must also be included.

N/A

Appendix II – Budget Narrative Form

BUDGET CATEGORY – OTHER DIRECT COSTS

List other direct cost by category (i.e. communications, event costs, postage, etc.) and explain why they are needed. Also provide an explanation as to how costs were determined, including the method for prorating costs that will be partially charged to the JAC grant.

Ancillary Fund- A small fund for program activities and special events, specifically for clients.

BUDGET CATEGORY – INDIRECT COSTS

Explain what comprises indirect costs and the method used to determine the allocation charged to the JAC grant.

Overhead is calculated at 10% of total direct costs and is used for YAP's support services: human resources, legal, fiscal, auditing, program services, outcomes reporting, contractual services, and quality assurance.

EXHIBIT 3

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
E. K. McConkey & Co.
2555 Kingston Road, Suite 100
York PA 17402

CONTACT NAME: Barbara Golden
PHONE (A/C, No, Ext): 717-505-3109 FAX (A/C, No): 717-755-9237
E-MAIL: bgolden@ekmccconkey.com
ADDRESS:

INSURED YOUTH-1
Youth Advocate Programs Inc
2007 N 3rd Street
PO Box 950
Harrisburg PA 17108-0950

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B: Phoenix Insurance Co.	25623
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 921315584

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	PHPK1371803	8/15/2015	8/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Physic <input type="checkbox"/> Damage-ACV	Y	Y	PHPK1371803	8/15/2015	8/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	PHUB509271	8/15/2015	8/15/2016	EACH OCCURRENCE \$11,000,000 AGGREGATE \$11,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TRNUB3611A92416	1/24/2016	1/24/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Sexual Abuse/Molestation			PHPK1371803	8/15/2015	8/15/2016	1,000,000 3,000,000 1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP No. 1553-15264. Cook County its officials, employees and agents are included as additional insured on a primary and non-contributory basis for General Liability, Auto Liability and Umbrella Liability where required by written contract per policy terms and conditions. Waiver of Subrogation is in their favor in regards to General Liability, Auto Liability, Umbrella Liability and Workers Compensation. 60 days notice of cancellation, except 15 for non-payment of premium.

CERTIFICATE HOLDER

Cook County Government Office of the Chief
Procurement Officer
118 N. Clark St, Room 1018
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT 4

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: <u>1653-15264</u>	Date: <u>June 14, 2016</u>
Total Bid or Proposal Amount: <u>\$200,000</u>	Contract Title: <u>Violence Prevention & Reduction</u>
Contractor: <u>Youth Advocate Programs, Inc.</u>	Subcontractor/Supplier/ Subconsultant to be added or substitute: <u>N/A</u>
Authorized Contact for Contractor: <u>Minette Bauer</u>	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <u>N/A</u>
Email Address (Contractor): <u>mbauer@YAPINC.org</u>	Email Address (Subcontractor): <u>N/A</u>
Company Address (Contractor): <u>2007 N. 3rd Street</u>	Company Address (Subcontractor): <u>N/A</u>
City, State and Zip (Contractor): <u>Harrisburg, PA 17102</u>	City, State and Zip (Subcontractor): <u>N/A</u>
Telephone and Fax (Contractor): <u>717 232-7580</u> <u>717 233-2879</u>	Telephone and Fax (Subcontractor): <u>N/A</u>
Estimated Start and Completion Dates (Contractor): <u>8/1/16 - 7/31/17</u>	Estimated Start and Completion Dates (Subcontractor): <u>N/A</u>

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
<u>N/A</u>	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Youth Advocate Programs, Inc.

Name Minette Bauer, Deputy CEO

Title Minette Bauer

Prime Contractor Signature _____ Date June 14, 2016

EXHIBIT 5

MBE/WBE UTILIZATION PLAN

CONTRACT NO. 1653-15264D
Vendor: Youth Advocate Project

Per the attached correspondence, the Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal to the above-mentioned contract as stated in Section GC-19, Minority and Women Business Enterprises, Cook County Ordinance Chapter 34, Division 8, Section 34-260 to Section 34-300, herein.



TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

June 22, 2016

Ms. Shannon E. Andrews

Chief Procurement Officer

118 N. Clark Street

County Building-Room 1018

Chicago, IL 60602

Re: Youth Advocate Programs, Inc.

Contract No. 1653-15264

Violence Prevention, Intervention and Reduction Demonstration Grants

Justice Advisory Council

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE/WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jacqueline Gomez

Contract Compliance Director

JG/ate

Cc: Kevin Casey, OCPO

Patrick McPhilly, JAC

EXHIBIT 6

ECONOMIC DISCLOSURE STATEMENT

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq.).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

NONE

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: ✓ No: _____

- b) If yes, list business addresses within Cook County:

1111 East 87th Street

Chicago, IL 60619

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: ✓ YAP provides services in 18 states

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S):

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name YOUTH Advocate Programs, Inc.

D/B/A: Chicago Youth Advocate Program

FEIN NO.: 23-1977514

Street Address: 2007 N. 3rd Street

City: Harrisburg PA 17102

State: PA

Zip Code: 17102

Phone No.: (717) 232-1580

Fax Number: (717) 233-2879

Email: mbauer@yapinc.org

Cook County Business Registration Number: N/A

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 847 577

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) NON PROFIT CORPORATION

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
------	---------	-----------------------------------------

N/A

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
-----------------------	-------------------	---------------------

N/A

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

N/A

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
------	---------	------------------------------------------------------------------------------	----------------

See ATTACHED LIST

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

YOUTH ADVOCATE PROGRAMS, INC.
BOARD OF DIRECTORS
2007 NORTH THIRD STREET
HARRISBURG, PA 17102

PHONE: (717) 232-7580 FAX: (717) 233-2879

Lynette M. Brown-Sow
(Chairman of the Board)
VP of Marketing and Government Relations
Community College of Philadelphia
1700 Spring Garden Street
Philadelphia, PA 19130
Term ends November 2018
African American Female

Jay Snyder (Secretary)
U.S. Open, Retired
6297 Farmers Lane
Harrisburg, PA 17111
Term ends November 2016
Caucasian Male

Frances Lanigan (Treasurer)
DSS Commissioner, Retired
102 Murray Street
Oswego, NY 13126
Term ends November 2017
Caucasian Female

Aidan Browne
Crosscare Teen Counseling
20 Arran Quay
Dublin 7
Term ends: September 2018
Caucasian Male

John F. Davis
President
African American Chamber of Commerce
3604 Oriskany Drive
Orlando, FL 32820
Term ends : May 2018
African American Male

Lillian Heisey
Parent Representative
310 Ebenezer Road
Lebanon, PA 17046
Term ends: May 2017
Caucasian Female

M. Alexis Kennedy, Ph.D., J.D.
Professor, UNLV
4505 Maryland Parkway Box 5009
Las Vegas, NV 89154-5009
Term ends February 2016
Caucasian Female

Lauren Orazi
Government Relations Professional
Buchanan Ingersoll & Rooney
409 North Second Street, Suite 500
Harrisburg, PA 17101-1357
Term ends May 2016
Caucasian Female

Miriam Pena
Director of Strategic Partnerships
City of Denver
201 W. Colfax Ave., Dept 1102
Denver, CO 80202
Term ends February 2018
Hispanic Female

Vivian Sanks-King, Esq.
Newark City Hall
Office of Corporation Counsel
214 Elmwynd Drive
Orange, NJ 07050
Term ends November 2017
African American Female

Randolph N. Stone, Esq.
Clinical Professor of Law
University of Chicago Law School
1111 E. 60th Street
Chicago, IL 60637
Term ends May 2017
African American Male

Kimberly Walker, M.D.
Behavioral Health Partners
10221 Maxine St.
Ellicott City, MD 21042
Term ends: May 2017
African American Female

YOUTH ADVOCATE PROGRAMS, INC.
BOARD OF DIRECTORS
2007 NORTH THIRD STREET
HARRISBURG, PA 17102

PHONE: (717) 232-7580 FAX: (717) 233-2879

John McKnight (Ex-Officio Member)
Northwestern University
1217 Judson Avenue
Evanston, IL 60208-4100
Caucasian Male

*All Board members serve three year terms.
The date under the name indicates the end of
term.*

YOUTH ADVOCATE PROGRAMS EXECUTIVE TEAM

Jeff Fleischer

Chief Executive Officer

Rick Stottlemeyer

Chief Financial Officer

Martin D'Urso

Chief of Legal

Minette Bauer

**Deputy CEO and Illinois
President**

Dorienne Silva

**Deputy CEO and Southeast
President**

David White

**President of Endowment,
Pennsylvania, Ohio & Maryland**

Gary Ivory

**Southwest President and
National Development**

Stephanie Hart

President of New York

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Minette Bauer
Name of Authorized Applicant/Holder Representative (please print or type)

Deputy CEO
Title

Minette Bauer
Signature

Feb 29, 2016
Date

m.bauer@YAPINC.ORG
E-mail address

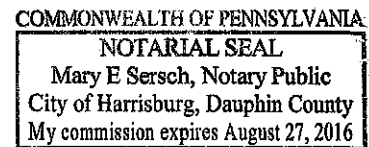
(717) 932-7580
Phone Number

Subscribed to and sworn before me
this 29th day of Feb, 2016

My commission expires: Aug 27, 2016

X Mary E Sersch
Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: YOUTH Advocate Programs, Inc

Address of Person Doing Business with the County: 2007 N. 3rd Street, Harrisburg PA 17102

Phone number of Person Doing Business with the County: (717) 232-7580

Email address of Person Doing Business with the County: mbauer@YAPINC.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Minette Bauer at the address & phone number above

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

current:
Contract # 1553-1443-14393 B ; for 2017-1453-15264

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 200,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Kevin Casey, Specification Engineer

Cook County Justice Advisory Council

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Lanette Hayes Turner, Director JAC

suite 1110 69 Washington St. Chicago, IL 60602-3007

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- ☒ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible
for the General
Administration of the
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Agent Authorized
to Execute Documents for
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Employee of
Business Entity Directly
Engaged in Doing Business
with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Shawn Parker

Devon Parker

Sheriff

brother

Advocate

Orson Ward

Sheriff

cousin

ISSIAH WARD

Sheriff

cousin

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Minette Bauer

Signature of Recipient

Feb 29, 2016

Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: # 1453-15244C

County Using Agency (requesting Procurement): Justice Advisory Council

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Youth Advocate Programs, Inc.

Substantial Owner Complete Name: N/A - Nonprofit

FEIN# 23-1977514

Date of Birth: _____

E-mail address: mbauer@yapinc.org

Street Address: 2007 N. 3rd Street

City: Harrisburg PA 17102

State: PA Zip: 17102

Home Phone: () N/A

Driver's License No: N/A

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or **(NO)**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or **(NO)**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or **(NO)**

Other factors that the Person or Substantial Owner believe are relevant.
YES or **(NO)**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Minette Bauer Date: June 14, 2016

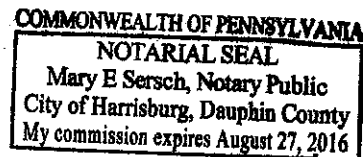
Name of Person signing (Print): Minette Bauer Title: Deputy CEO

Subscribed and sworn to before me this 14th day of June, 20 16

X Mary E Sersch
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Youth Advocate Programs, Inc
Corporation's Name

(717) 232-7580
Telephone

[Signature]
Secretary Signature

Minette Bauer Deputy CEO
President's Printed Name and Signature

mbauer@yapinc.org
Email

February 29, 2016
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

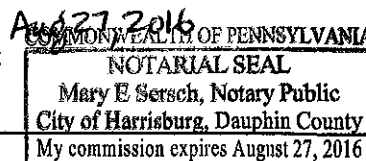
Email

Subscribed and sworn to before me this
29th day of February 20 16.

Mary E Sersch
Notary Public Signature

My commission expires:

Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

YOUTH ADVOCATE PROGRAMS, INC., INCORPORATED IN PENNSYLVANIA AND LICENSED TO CONDUCT AFFAIRS IN THIS STATE ON APRIL 15, 2004, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO CONDUCT AFFAIRS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
*my hand and cause to be affixed the Great Seal of
the State of Illinois, this 14TH
day of JUNE A.D. 2016 .*

Jesse White

SECRETARY OF STATE



2007 North Third Street
Harrisburg, PA 17102
Phone: 717.232.7580 Fax: 717.233.2879

Board of Director's Resolution re YAP Signatories

Resolved that the following employees are authorized to sign contracts and other documents on behalf of Youth Advocate Programs, Inc. (YAP):

Thomas Jeffers, YAP Founder and Chairman of the Board, Emeritus;

Jeff Fleischer, Chief Executive Officer;

Richard L. Stottlemeyer, II, Chief Financial Officer;

Minette Bauer, Deputy CEO;

David White, President of Maryland, Ohio and Pennsylvania programs; and

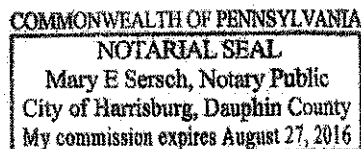
Martin D'Urso, Chief of Corporate and Legal Affairs.

For particular contracts or other documents, the signature of the Chairman or Secretary of the Board also may be required

This 7th day of July, 2015, this Resolution was considered and approved by the YAP Board of Directors.

Attested:

Mary E Sersch



Joseph A. Snyder

Joseph A. Snyder
Secretary of the Board of Directors
Date: 7 July, 2015

Subscribed and sworn to before me
On this 7th day of July, 2015

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 8 DAY OF July, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1653-15264D

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 200,000⁰⁰

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

Date

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016